

## **Solicitation Amendment**

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|---------------------------|-----------|
| AMENDMENT NO.: 1          | OF<br>1   |

Arizona Dept. of Commerce

1700 W. Washington, Suite B32 Phoenix, Arizona 85007

Chief Procurement Officer

|                            | SOLICITATION TITLE: MAIN SOLICITATION DUE:   | STREET TRAINING<br>MAY 2, 2005 | G AND BUSINESS DEVELOPMENT WORKSHOP  AT 5:00 P.M. PHOENIX LOCAL TIME  |
|----------------------------|--|--------------------------------|---|
| Proposal Open              | ning: Arizona Dept. of Commerce<br>1700 W. Washington, Suite B32<br>Phoenix, Arizona 85007 |                                |   |
| Procurement (Telephone: 60 | Officer: Martha Lynch<br>02 771-1110   | C                              | ontact:   |
| WITH '                     | THE SOLICITATION RESPONS   | E) PRIOR TO THE                | EIVED AT THE ABOVE AGENCY LOCATION (PREFERABLY DUE DATE AND TIME. IT IS NECESSARY TO RETURN THIS TATION. THIS SOLICITATION IS AMENDED AS FOLLOWS: |
| 1. SCC                     | OPE OF WORK, DELETE: 3   | .3 in its entirety             |   |
| 2. All                     | else remains the same.   |                                |   |
|                            |  |                                |   |
|                            |  |                                |   |
|                            |  |                                |   |
|                            |  |                                |   |
|                            |  |                                |   |
|                            |  |                                |   |
|                            |  |                                |   |
|                            | ALL OTHER PROVISION  | S OF THE SOLICITA              | ATION SHALL REMAIN IN THEIR ENTIRETY.   |
|                            | DOR HEREBY ACKNOWLEDGES I<br>DERSTANDING OF THE ABOVE A                                    |                                | THE ABOVE REFERENCED SOLICITATION AMENDMENT IS ISSUED THIS DATE   |
|                            |  |                                | Wednesday, March 2, 2005  |
| S                          | IGNATURE   | DATE                           |   |
|                            |  |                                | Martha Lynch  |

TYPED NAME AND TITLE



### **Request for Quotation**

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# ARIZONA DEPARTMENT OF COMMERCE

1700 W. Washington, Suite B32
Phoenix, Arizona 85007

| <b>Solicitation Contact Person:</b> |  |
|-------------------------------------|--|
|-------------------------------------|--|

Martha Lynch Arizona Dept of Commerce 602 771-1110

ARIZONA DEPARTMENT OF COMMERCE 1700 W. WASHINGTON, BASEMENT PHOENIX AZ 85007

Solicitation Issue Date: April 20, 2005

DESCRIPTION:

# MAIN STREET TRAINING AND BUSINESS DEVELOPMENT WORKSHOP

Vendor:

| PROPOSAL DUE DATE:       | MAY 2, 2005   | AT 5:00 P.M. Phoenix Local Time |
|--------------------------|---------------|---------------------------------|
| Pre-Proposal Conference: | NONE REQUIRED |                                 |

Quotes may be Faxed to (602) 771-1202 On or before the date and time listed above

In accordance with R2-7-336, Request for Quotes for the materials or services specified will be received by the **Arizona Dept of Commerce at 1700 W. Washington, Basement Room B-32, Phoenix, AZ 85007** until the time and date cited. Quote received by the correct time and date will be opened and the name of each offeror will be publicly read.

Proposals must be in the actual possession of the State on or prior to the time and date and at the location indicated above. Late proposals will not be considered.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

E. ..... 200DED (10.00)



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## Offer and Acceptance

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#### **OFFER**

#### TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status

| Arizona Transaction   | n (Sales) Privilege Tax Licens   | se No.:  | For clarification of this offer, contact:     |  |  |
|---|--|--|---|--|--|
|   |  |  | Name:   |  |  |
| Federal Employer I  | dentification No.:   |  |   |  |  |
|   |  |  | Phone:  |  |  |
|   |  |  | Fax:  |  |  |
|   |  |  |   |  |  |
|   | Company Name   |  |   | Signature of Person Authorized to S  | ign Offer                                  |
|   | Address  |  |   | Printed Name   |  |
| City  | State  | Zip  |   | Title  |  |
| CERTIFICATION   |  |  |   |  |  |
| By signature in the C   | Offer section above, the bidde   | r certifies:   |   |  |  |
| 3. The bidder has n<br>loan, gratuity, sp<br>valid signature a<br>statement shall v<br>4. <b>The bidder cer</b> | pecial discount, trip, favor, or<br>affirming the stipulations requoid the offer, any resulting co | r intends to give at any r<br>r service to a public ser<br>quired by this clause sh<br>ontract and may be subj | rvant in con<br>all result in<br>ect to legal | er any economic opportunity, future nection with the submitted offer. rejection of the offer. Signing the remedies provided by law. It a small business with less than | Failure to provide a he offer with a false |
|   |  | ACCEPTANCE (   | OF OFFER                                      |  |  |
| The Offer is hereby   | accepted.  |  |   |  |  |
|   | ow bound to sell the material pecifications, amendments, et  |  |   | contract and based upon the solic cepted by the State.   | itation, including all                     |
|   | henceforth be referred to as   |  |   |  |  |
|   | been cautioned not to compurchase order, contact release   |  |   | vide any material or service unde<br>proceed.  | er this contract until                     |
|   |  | State of Arizon  | ıa  |  |  |
|   |  | Awarded this   |   | day of   | 20   |
|   |  |  |   |  |  |
|   |  | Chief Procurement  | Officer                                       |  |  |



## **Scope of Work**

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#### 1. INTRODUCTION

The Arizona Dept of Commerce (Agency) is seeking a qualified contractor to conduct training for the State Main Street Program focused on assisting the local communities with (1) continuing to gain a clearer understanding of the Main Street Four Point Approach model and the various stake holders role and responsibilities in supporting the process, (2) building your local Main Street programs' capacity to develop businesses through retention, strengthening, expansion and recruitment through economic restructuring and (3) how to link the Main Street District into the community's overall economic development strategy.

- **2. GENERAL REQUIREMENTS:** The contractor shall furnish a workshop that addresses these needs:
  - 2.1 Provide an overview of the Main Street Four Point Approach and its value to the community as a model to assist with driving Revitization.
  - 2.2 Build an awareness of the various stakeholders involved in the process and the importance of their roles and responsibilities.
  - 2.3 Build effective and sustainable business enhancement and recruitment programs in the local Main Street programs.
  - 2.4 Teach participants how to develop a comprehensive understanding of their district's market environment and how to apply that knowledge to strengthening existing businesses and attracting new businesses to capitalize on market opportunities,
  - 2.5 Produce a top-notch workshop that is very interactive, employs several hands-on exercises and uses a diversity of teaching tools and techniques.

#### 3. SPECIFIC REQUIREMENTS;

- 3.1. <u>Develop Workshop Agenda:</u> Develop the workshop agenda and marketing materials. Prepare a draft agenda / event description document that you can finalize and distribute to participants.
- 3.2 <u>Needs Assessment:</u> Contact three of the managers of your local programs to determine their most pressing business development needs / interests so that the workshop can be tailored to your group and include learning examples from your members. Email you a copy of the findings from these phone conversations.
- 3.3 <u>Workshop Preparation</u>: Other preparatory tasks will include design of multiple exercises, preparation of audio-visual materials and handouts. Include other topics that may be of interest to the Main Street Managers. This workshop will be given in conjunction with Keith Kjelstrom.
- 3.4 Other teaching techniques that you may wish to use should be added here.
- 3.5 The Workshop will be on May 18<sup>th</sup> in Phoenix, Arizona.

#### 4. PAYMENT AND INVOICING REQUIREMENTS

- 4.1 The contractor shall agree to the following:
  - 4.1.1 The contractor shall agree that payment for the contractor's services shall be a guaranteed-not-to-exceed total price as specified by the contract.
  - 4.1.2 Upon completion of each element outlined in the Pricing Schedule, the contractor shall submit an itemized invoice with the contract number on it.



## PRICING SCHEDULE

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This shall be the firm fixed amount.

| the service. The using Agend | cy will not reimburse any item other than these | all-inclusive firm, fixed prices |
|------------------------------|---|----------------------------------|
| FEE:                         |   |                                  |
| Workshop development         | \$  | -                                |
| Preparation                  | \$  |                                  |
| Presentation of Workshop     | \$  | -                                |
|                              |   |                                  |
|                              |   |                                  |
| AUTH                         | ORIZED SIGNATURE                                | (DATE)                           |

1. The pricing, as stated below, must be submitted in an all-inclusive firm, fixed price, regardless of the key person performing



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- 1. **Term of Contract**: The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year or \$50,000 which ever comes first unless canceled, terminated or extended by amendment as otherwise provided herein.
- 2. <u>Contract Renewal</u>: The contract shall not bind nor purport to bind, the State for any contractual commitment in excess of the original term of the contract period. The State shall have the right, at its sole option, to renew the contract for four (4) one-year periods or a portion thereof. If the State exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the exception of price. This contract may not go over the \$50,000 limit.
- 3. <u>Estimated usage</u>: The contract shall be on an as needed, if needed basis. The State makes no guarantee as to the amount of usage that may occur under a resultant contract.
- 4. **Kev Personnel**: It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the using Agency.
- 5. <u>Confidentiality of Records</u>: The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the State. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.
- 6. <u>Confidential Information</u>: If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.C.R.R. R2-7-104, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision as noted in §41-2611 through §41-2616.
- 7. <u>Insurance</u>: Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain (and cause its subcontractors to purchase and maintain), in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least A VII in the current A.M. Best's, the minimum insurance coverage below:
  - 7.1 Commercial General Liability with minimum limits of \$1,000,000.00 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000.00. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona as an Additional Insured with reference to this contract. The policy shall include coverage for:

Bodily Injury;

Broad Form Property Damage (including completed operations);

Personal Injury;

Blanket Contractual Liability;

Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract;

Fire Legal Liability.

7.2 Business Automobile Liability, with minimum limits of \$1,000,000 per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona as an Additional Insured with reference to this contract. This requirement may be modified at the discretion of the State to acknowledge coverage provided by a Family Automobile Liability or Personal Automobile Liability policy endorsed to cover Business Use under this contract (in lieu of a Business Automobile



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Liability policy), and provide such policy also insures the vehicle(s) used in performance of this contract (in lieu of "Symbol One").

7.3 Workers Compensation and Employers Liability insurance as required by the State of Arizona Workers Compensation statutes, as follows:

Workers Compensation (Coverage A):Statutory Arizona benefits; Employers Liability (Coverage B): \$ 500,000 each accident; \$500,000 each employee/disease; \$1,000,000 policy limit/disease.

Policy shall include endorsement for All State coverage for state of hire.

- 7.3.3 **A Sole Proprietor Waiver** shall be used for contractors who fit this category. This form applies only to State of Arizona Agencies utilizing sole proprietors with no employees. If awarded please request a form for the Arizona Department of Commerce. If you are a corporation, limited liability company, partnership or sole proprietors with employees, this form will not apply.
- 7.3.4. The Workers Compensation requirement applies separately to the primary contractor and each of the subcontractors, if any. Subcontractors that qualify as sole proprietors, may take the position they are exempt from the purchase of Workers Compensation coverage and sign the waiver (that could be one, many, all or none depending on the number of actual subs for each primary contractor). If any entity subcontracted to the primary is an employer with employees of their own (i.e. subject to, rather than exempt from, Workers Compensation laws) then each employer must individually purchase a Workers Compensation policy for their workforce. The Sole Proprietor exemption does not "apply" to subcontractors unless each sub qualifies as a Sole Proprietor on their own. Also, Workers Compensation insurance purchased for one employer covers their employees only, and never covers employees of subcontractors or other employers.
- Professional Liability Insurance with minimum limits of \$1,000,000 (Each Claim and/or Each Wrongful Act and/or Each Loss) and an unimpaired aggregate limit of \$1,000,000 with respect to this contract. Retroactive Liability Date (if applicable to Claims-Made coverage) shall be the same as the effective date of this contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract and, at the discretion of the State of Arizona shall include **one** of the following types of Professional Liability policies:
  - --Directors and Officers
  - -- Errors and Omissions
  - -- Medical Malpractice
  - -- Druggists Professional
  - -- Architects/Engineers Professional
  - -- Lawyers Professional
  - -- Teachers Professional
  - -- Accountants Professional
  - --Social Workers Professional
  - --Other (Specify profession from Scope of Work)

The State of Arizona shall be named as an Additional Insured as their interests may appear.

The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

7.5. Certificates of Insurance acceptable to the State of Arizona shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona as Additional Insured for liability coverage's. The certificates, insurance policies and endorsements



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required by this paragraph shall contain a provision that coverage's afforded will not be canceled until at least 50 days prior written notice has been given to the State of Arizona. All coverage's, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

7.7 Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all moneys so paid by the State of Arizona shall be repaid by the Contractor upon demand, or the State of Arizona may offset the cost of the premiums against any moneys due to the contractor. Costs for coverage's broader than those required or for limits in excess of those required shall not be charged to the State of Arizona. Contractor and its insurer(s) providing the required coverage's shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.

Within fifteen (15) days following notification of award, certificates of insurance must be submitted to the Arizona Department of Commerce, clearly stating the applicable contract number, effective date(s) of coverage, and limits of liability required pursuant to the contract.

- 8. Amendments: Any change in the contract including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the Commerce Procurement Office of the State of Arizona. Any such amendment shall specify an effective date, any increases or decreases in the amount of the contractors' compensation if applicable and entitled as an "Amendment", and signed by the parties identified in the preceding sentence. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the contract.
- <u>Cancellation</u>: The State reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The State will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

The Contractor provides personnel that do not meet the requirements of the contract.

The Contractor fails to perform adequately the services required in the contract.

The Contractor attempts to impose on the State, personnel, which are of an unacceptable quality.

The Contractor fails to furnish the required product within the time stipulated in the contract.

The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the State a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the State may cancel the contract. If the State cancels the contract pursuant to this clause, the State reserves all rights or claims to damage for breach of contract.

- Termination: The Commerce Procurement Office reserves the right to terminate the contract at any time, for the convenience of the State of Arizona, without penalty or recourse, by giving written notice to the contractor at least thirty (30) days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the contractor under the contract shall, at the option of the Commerce Procurement Office, become property of the State of Arizona. The contractor shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
- 11. <u>Suspension or Debarment Status</u>: If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government, the bidder or offeror must include a letter with its bid or offer setting forth the name and address of the governmental unit, the



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effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a contract. The State also may exercise any other remedy available by law.

- 12. Suspension or Debarment Certification: By signing the offer section of the Offer and Acceptance page, SPO Form 203, the bidder or offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The State also may exercise any other remedy available by law.
- 13. Americans With Disabilities Act of 1990; The Contractor shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting Martha Lynch at (602) 280-8162. Requests should be made as early as possible to allow time to arrange the accommodation.

14. **Availability of Funds for the Next Fiscal Year**: Funds are not presently available for performance under this contract beyond the current fiscal year. The State's obligation for performance of this contract beyond this fiscal year is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the State for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.

#### 15. **Contract**:

- 15.1 The contract between the State of Arizona and the contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the proposal submitted by the contractor in response to the RFP and (3) any clarifications, discussions, and best and final offers negotiated. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the Request for Proposal shall govern. However, the State reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern.
- 15.2 The contract shall be construed according to the laws of the State of Arizona. The State of Arizona is not obligated for expenditures under the contract until funds have been encumbered.
- 15.3 The contractor agrees and understands that the State of Arizona's agreement to the contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the contractor's proposal. Therefore, the contractor agrees that no substitution of such specified individuals and/or personnel qualifications shall be made without the prior written approval of the State Agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the State Agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Arizona agrees that an approval of a substitution will not be unreasonably withheld. The contractor agrees to reveal its staffing levels by function, including resumes, upon request by the State at any time during the contract.
- 15.4 The contractor shall be fully registered, permitted and licensed in the State of Arizona to perform the disciplines required for the performance of this contract.



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16. <u>Subcontracts</u>: The contractor may, with the consent of the State, enter into written subcontract(s) for performance of certain of its functions under the contract. The Procurement Office prior to the effective date of any subcontract must approve subcontractors in writing.

- 16.1 No subcontract, which the contractor enters into with respect to performance under the contract, shall in any way relieve the contractor of any responsibility for performance of its duties.
- 16.2 The contractor shall give the Commerce Procurement Office immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the contractor by any subcontractor or vendor which in the opinion of the contractor may result in litigation related in any way to the contract with the State.
- 17. **Offer Acceptance Period**: Proposals shall be irrevocable offers for 90 days after the proposal due date.
- 18. <u>Conflict of Interest:</u> No person preparing or assisting in the auditing of these grants shall receive any direct benefit from the grantee with regard to the outcome of those audits.
- 19. <u>Ownership of Materials:</u> All materials and documents created under this contract shall become the property of the State of Arizona, with the exception of the Auditor's working papers.
- 20. <u>Licenses</u>: Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the contractor.
- 21. **Payments:** The Contractor shall submit to the Agency a monthly statement of charges for the previous month. The statement shall include a record of time expended and work performed in sufficient detail to justify payment. The payment shall comply with the requirements of A.R.S. Titles 35 and 41.
- 22. <u>Travel:</u> When requested in writing by GADA to perform work that requires overnight accommodations, the State will reimburse the Contractor in accordance with the Arizona Travel Policy hereby incorporated herein. State travel policy is clarified to include only the travel reimbursement schedules. Actual receipts for travel must be submitted for reimbursement of allowable direct costs (i.e. lodging, automobile, meals, communications etc.) The travel policy may be accessed via the internet at the State of Arizona, General Accounting Office's website at <a href="www.gao.state.az.us">www.gao.state.az.us</a>

#### 23. **Arbitration**:

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

#### 24. **Non-Discrimination**

The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

#### 25. Applicable Law

This contract shall be governed and interpreted by the laws of the state of Arizona.

26. <u>Independent Contractor:</u> The contractor represents himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Arizona. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, etc.



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27. **INCORPORATION BY REFERENCE:** The State hereby incorporates by reference the Uniform Terms and Conditions, and the Uniform Instructions to Offerors. A copy of the text may be found at http://www.azspo.az.gov/PoliciesDocuments/index.htm. If the offeror would prefer a hard copy, please contact the State Procurement Office at 100 N. 15<sup>th</sup> Avenue.



### **Special Instructions to Offerors**

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- 1. <u>PROPOSAL OPENING</u>: Proposals shall be opened publicly at the time and place designated on the cover page of this document. The name of each offeror shall be read publicly and recorded. Prices will <u>NOT</u> be read. Proposals will not be subject to public inspection until after contract award.
- 2. OFFER ACCEPTANCE PERIOD: Proposals shall be irrevocable offers for 90 days after the proposal due date.
- 3. <u>OFFEROR'S CONTACT</u>:
  - 3.1 All questions regarding this Request for Quote, including technical specifications, proposal process, etc., must be directed to the Procurement Manager as indicated on the first page of this document.
  - 3.2 Offerors may not contact the employees of the using Agency concerning this procurement while the proposal and evaluation are in process.
- 4. <u>EVALUATION CRITERIA</u>: Evaluation criteria are listed in the relative order of importance. The award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the State based on the following criteria:
  - 4.1 EXPERIENCE/RELIABILITY/EXPERTISE
  - 4.2 COST
  - 4.3 METHOD OF APPROACH
- 5. PROPOSAL FORMAT: One (1) original and THREE (3) copies of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "ORIGINAL". The material should be in sequence and related to the RFP. The State will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. The proposal should include at least the following information:
  - 5.1 <u>General Format</u>: Proposals should be prepared in an economic fashion, providing straightforward, concise responses to satisfy the RFQ requirements. Therefore, proposals should be limited to no more than twenty (20) pages, excluding appendices. Emphasis should be on completeness and clarity of content. No printed brochures or materials other than written responses to the specific requirements will be accepted. Each copy of the proposal should be a single volume.
    - 5.1.1 <u>Identification</u>: Offer and Acceptance sheet should be completely filled out..
    - 5.1.2. **Table of Contents**
  - 5.2 EXPERIENCE/RELIABILITY/EXPERTISE: The proposal should contain the following:
    - 5.2.1. Offeror is advised to submit any information that documents successful and reliable experience in past engagements, especially those engagements related to the requirements of this RFQ. References should be verifiable, should be provided both for the firm and key personnel, and should be able to comment on the offeror's related experience
    - 5.2.2. The offeror should reflect the relationship between specific key personnel for which resumes have been submitted and the specific tasks or assignments proposed in the method of approach to accomplish the Scope of Work.
  - 5.3 <u>COST</u>: The proposal should contain the following:
    - 5.3.1. Offeror shall complete the Pricing Schedule.



### **Special Instructions to Offerors**

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| Martha Lynch, Procurement Manager | OF<br>14   |

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#### 5.4 <u>METHOD OF APPROACH</u>:

- 5.4.1 Offeror should present a proposed method of satisfying the specific requirements as outlined herein. A time schedule or schedule of events should briefly describe each step to accomplish the Scope of Work.
- 5.4.2. The offeror may utilize a written narrative or any other printed technique to demonstrate his ability to satisfy the Scope of Work. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The usage of technical language should be minimized and used only to describe a technical process.
- 6. <u>DISCUSSIONS</u>: In accordance with A.R.S. §41-2534, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.

#### 7. <u>DEFINITION OF KEY WORDS USED IN THE RFP:</u>

- 7.1 <u>Shall, Must</u>: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 7.2 <u>Should</u>: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the State may, at its sole option, ask the offeror to provide the information or evaluate the proposal without the information.
- 7.3 May: Indicates something that is not mandatory but permissible.

## END OF DOCUMENT